

OLIVER FIRE PROTECTION &  
SECURITY  
501 FEHELEY DRIVE  
KING OF PRUSSIA, PA 19406  
610 277-1331



PLAINTIFF'S  
EXHIBIT

**A**

## Invoice 10007224

Bill to: TRI-STATE PAPER COMPANY 4500 NORTH 3RD STREET PHILADELPHIA, PA 19140	Job: 31634416
--	---------------

Invoice #: 10007224	Date: 10/31/23	Customer P.O. #:
Payment Terms: NET 30 DAYS		Salesperson:
Customer Code: 22782		

Remarks:

Quantity	Description	U/M	Unit Price	Extension
	2023 OCTOBER ANNUAL SPRINKLER			1,595.00
Total:				1,595.00
Current Due:				1,595.00

**Oliver Fire Protection & Security**

501 Feheley Drive  
King of Prussia, PA 19406  
610-277-1331



**OLIVER**  
FIRE PROTECTION & SECURITY



**Bill To**

TRI-STATE PAPER COMPANY  
4500 NORTH 3RD STREET  
PHILADELPHIA, PA 19140

<https://oliverfps.com/>

<b>Invoice No.</b>	<b>10007780</b>	<b>Service Location</b>	TRI-STATE PAPER COMPANY
<b>Customer PO No.</b>	0006584		4500 NORTH 3RD STREET
<b>Invoice For</b>	<b>Repair Job #31294555 (10/05/2023)</b>		PHILADELPHIA, PA 19140
<b>Transaction Date</b>	11/28/2023		
<b>Due Date</b>	12/28/2023 (Net 30)		

**Notes**

9-229

Pursuant to your request and our most recent site visit we are pleased to provide the following price and information.

- We will coordinate with your maintenance team prior to beginning work.
- We will demo the section of piping that was damaged during a roof collapse.
- We will return to survey repairs needed once the roof repairs are corrected.
- Once the demo of damaged section is complete, the sprinkler system in unaffected areas can be returned to service in the interim until the roof and sprinkler repairs can be completed in damaged area.
- We will provide a separate proposal after survey to complete repairs.

Code	Item	Svc	Qty
SSR	Sprinkler Service Repairs	SP	1
<b>GRAND TOTAL</b>			<b>\$3,120.00</b>

**Comments**

Keith Vergara 10/06/2023 06:46 am EDT

Cut off and plugged sprinkler lines that were damaged by roof collapse on 2nd floor.

These lines will need to be reinstalled after roof repairs are completed.

Returned dry system back to service that protects the entire building.

Customer requested Oliver office set up an annual inspection for this property.

OLIVER FIRE PROTECTION &  
SECURITY  
501 FEHELEY DRIVE  
KING OF PRUSSIA, PA 19406  
610 277-1331



## Invoice 337742

<b>Bill to:</b> TRI-STATE PAPER COMPANY 4500 NORTH 3RD STREET PHILADELPHIA, PA 19140	<b>Job:</b> TRI-STATE PAPER COMPANY 4500 NORTH 3RD STREET PHILADELPHIA PA 19140
---	---

Invoice #: 337742 Date: 11/08/23 Payment Terms: NET 15 DAYS Customer Code: 22782	Customer P.O. #: Salesperson: SERVICE DIVISION
---	---

Remarks: TRI-STATE PAPER COMPANY WO# 337742

Quantity	Description	U/M	Unit Price	Extension
4.000	DAY WORK/SERVICE	HRS	180.000	720.00
1.000	TRUCK CHARGE		45.000	45.00
STEVEN WEI, SWEI@OLIVERFPS.COM, 610-277-1331 EXT 373			<b>Total:</b>	<b>765.00</b>
			<b>Current Due:</b>	<b>765.00</b>

SERVICE TICKET -- 9/18/2023 -- I arrived on site and met with tom. Tom brought me to the area of building where the roof had collapsed and caved in a section of the sprinkler system. Tom requested that we give him a proposal for all repairs to be made in order to get the sprinkler system operational. Tom also requested a price for annual inspections to be done. The damage was in an area protected by a 6" dry pipe valve. Repairs cannot be made until the roof damage has been corrected. In the meantime, the section that is damaged can be demoed and isolated from the rest of the building, so that the sprinkler system can be placed back in service until roof repairs are made. This work will require us to remove approximately (4) stringer lines and install 2" and 1" screw plugs. This work will require two men for one day.



**OLIVER**  
FIRE PROTECTION & SECURITY



501 Feheley Drive • King of Prussia, PA 19406-2690  
610-277-1331 • Fax: 610-277-2837  
[www.oliverfireprotection.com](http://www.oliverfireprotection.com)

CUSTOMER	Tom Phelan	OFPS JOB #	337742
JOB NAME	Tri-State Paper Company		
ADDRESS	4500 North 3rd Street	TICKET #	
	Philadelphia, PA 19140	CUSTOMER PO/JOB #	

Number of Men		HOUR(S)	
4 HR MIN		Y	N
Foreman	Fitter	Straight	Overtime
1.0		4.0	
TEMP AIR COMPRESSOR		Y	N
HOIST/LIFT		Y	N
FAB/DEL		Y	N
LOW POINTS DRAINED		Y	N
INSPECTIONS CUSTOMER		Y	N
INSP. DATE			

## DESCRIPTION OF WORK PERFORMED

# SERVICE CALL: ROOF COLLAPSED DAMAGING SPRINKLER LINE

I arrived on site and met with tom. Tom brought me to the area of building where the roof had collapsed and caved in a section of the sprinkler system. Tom requested that we give him a proposal for all repairs to be made in order to get the sprinkler system operational. Tom also requested a price for annual inspections to be done. The damage was in an area protected by a 6" dry pipe valve. Repairs cannot be made until the roof damage has been corrected. In the meantime, the section that is damaged can be demoed and isolated from the rest of the building, so that the sprinkler system can be placed back in service until roof repairs are made. This work will require us to remove approximately (4) stringer lines and install 2" and 1" screw plugs. This work will require two men for one day.

SYSTEM(S) FOUND	<input type="checkbox"/>	IN SERVICE
	<input checked="" type="checkbox"/>	OUT OF SERVICE
SYSTEM(S) LEFT	<input type="checkbox"/>	IN SERVICE
	<input checked="" type="checkbox"/>	OUT OF SERVICE
IS JOB COMPLETE?	Y	<input checked="" type="checkbox"/>

*CUSTOMER ACCEPTS RESPONSIBILITY OF MAINTAINING LOW POINT(S)*-See Back Side	_____ (Initial)
--	--------------------

CUSTOMER PHONE NUMBER
484-332-4803
CUSTOMER E-MAIL

## MATERIAL(S) USED

QUANTITY	ITEM(S)

## FUTURE MATERIAL(S)

QUANTITY	ITEM(S)

**OLIVER FOREMAN:** Larry McShane

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: 09/18/23

CLEAR ALL FIELDS

**CONFIRM & SEND**

TERMS AND CONDITIONS

1. Credit and payment terms are net 15 days. OLIVER SPRINKLER COMPANY, INC. reserves the right to assess an interest charge of 1.5% per month or the maximum permitted by law, whichever is less, on accounts overdue. Customer agrees to pay all taxes including state and local taxes or excise taxes however designated, levied or based on the service charges pursuant to this Agreement. All work is subject to a minimum 4 hour charge. A fuel surcharge may be added to this charge.
2. All Freight, express, and transportation changes on material tools and men to and from work will be billed at cost. Lett over materials will be credited at prices charged, less 10%, and transportation charges, provided permission to return such materials is secured in advance from the Seller.
3. The Buyer shall furnish sufficient space on the premises for material and proper facilities for execution of the work, including watchman, water, lighting, heating, telephone, and elevator service, when available at his expense.
4. It is agreed the Seller assumes no responsibility for any personal injury or property damage arising directly or indirectly out of work covered by this order, including any loss or damage resulting from the testing, flushing, remodeling, or use of reworked or used material, unless due to negligence of the Seller. It is understood that it is impossible to predetermine whether a system will stand testing for flushing pressures without resulting in water or other damage. The Buyer agrees to pay for any additional labor or material made necessary from the use of reworked or used material.
5. The Seller makes no warranty or guarantee, express or implied, of materials or workmanship, unless the same is set forth in writing.
6. The Seller retains title to all material and equipment furnished, whether or not attached to the real estate (it being agreed that same, however attached, is to be deemed personal property), until full payment in cash is made, and shall have the right in case of default by the Buyer hereunder to enter the premises and remove such material and equipment or any part thereof, whether or not attached to the real estate.
7. A rental charge will be made for special tools and equipment, but not for standard kits, ladders and tongs. Temporary air compressors will be charged at fifty dollars (\$50.00) per week rental.
8. The Seller shall be under no obligation to the Buyer other than as expressed herein.
9. Buyer agrees and understands that OLIVER SPRINKLER COMPANY, INC. is not an insurer, and that insurance for any loss which may be sustained by the Buyer shall be obtained by the Buyer; that the amounts payable to OLIVER SPRINKLER COMPANY, INC. hereunder are based upon the cost of the service to OLIVER SPRINKLER COMPANY, INC. and the scope of liability of OLIVER SPRINKLER COMPANY, INC. as herein set forth; that the cost of the service and scope of liability of OLIVER SPRINKLER COMPANY, INC. are unrelated to the value of Buyer's property, equipment, or machinery or the property, equipment or machinery of others located in Buyer's premises. Buyer understands and agrees that if OLIVER SPRINKLER COMPANY, INC. should be found liable for loss or damage due from the active or passive negligence of OLIVER SPRINKLER COMPANY, INC.'S agents, servants, or employees, or from any claim brought in for any reason concerning the system or the failure of the system in any respect whatsoever, that OLIVER SPRINKLER COMPANY, INC.'S liability shall be limited to a sum equal to the cost of the service provided by OLIVER SPRINKLERCOMP ANY, INC. or five hundred dollars (\$500.00) whichever is lesser, and this liability shall be exclusive.
10. If a fire watch is either recommended or mandated by any person, including the governing AHJ; then the procurement and all associated costs of the fire watch shall be the sole responsibility of the Buyer and shall in no way be the responsibility of OLIVER SPRINKLER COMPANY, INC.
11. Buyer agrees and understands that equipment must be maintained as required by NFPA 25- Inspection, Testing and Maintenance of Water Based Fire Protection Systems.
12. Buyer agrees and understands that low point origins are their sole responsibility and shall be maintained in accordance with NFPA 25.